

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF MISSOURI
WESTERN DIVISION**

DZ BANK AG,)
)
 Plaintiff,)
)
 v.) Case No. 09-1052-CV-W-FJG
)
 RADONCIC SERVICES, LLC and)
 BAJRAM RADONCIC, individually,)
)
 Defendants.)

ORDER

On December 17, 2009, plaintiff filed its complaint for breach of contract and breach of guaranty (Doc. #1) against the defendants. On January 27, 2010, defendants Radoncic Services, LLC and Bajram Radoncic filed an Answer to Complaint. (Doc. #4) The answer appears to be a joint answer on behalf of both defendants and is signed by Bajram Radoncic. Bajram Radoncic is not a licensed attorney. (Doc. #4 at 2) Pending before the Court is Plaintiff's Motion to Strike Defendant Radoncic Services, LLC's Answer (Doc. #7).

While as an individual, Bajram Radoncic may appear pro se on his own behalf, he may not appear on behalf of Radoncic Services, LLC, and the entity may not appear pro se on its own behalf. Carr Enterprises, Inc. v. United States, 698 F.2d 952, 953 (8th Cir. 1983) ("It is settled law that a corporation may be represented only by licensed counsel.") Because defendant Radoncic Services, LLC cannot represent itself, plaintiff requests the Court strike the Answer to Complaint as it applies to defendant Radoncic Services, LLC. Neither of the defendants have responded to the motion. It is hereby

ORDERED that Plaintiff's Motion to Strike Defendant Radoncic Services, LLC's

Answer (Doc. #7), is granted. It is further

ORDERED that defendant Radoncic Services, LLC shall have 20 days from the date of this Order to properly answer the Complaint.

IT IS SO ORDERED.

/s/Fernando J. Gaitan, Jr.

Chief United States District Judge

Dated: 06/08/10
Kansas City, Missouri